

# **EXHIBIT 2**

# 工矿产品购销合同

供方：彩虹彩色显像管总厂

合同编号：CHZC0403045

需方：中国电子进出口彩虹公司

签订地点：咸阳

签订时间：2004年04月22日

## 一、产品名称、商标、型号、数量：

产品名称	商标	规格型号	单位	数量	单价 (元/只)	总金额 (元)	备注
彩管	彩虹	14" 彩管	只	5040	187.4691	944844.26	三月份
彩管	彩虹	21" 纯平管	只	800	473.8500	379080.00	三月份
合计金额(大写)：壹佰叁拾贰万叁仟玖佰贰拾肆元贰角陆分							

## 二、质量要求、技术标准、供方对质量负责的条件和期限：

按供方技术规格书或双方签订的技术协议执行

## 三、交(提)货地点、方式：供方仓库

## 四、运输方式及到达站港和费用负担：需方负责运输，运费由需方支付

## 五、包装标准、包装物的供应与回收：供方原包装(塑模包装)，包装物不回收

## 六、结算方式及期限：

双方以现汇结算，款到发货

## 七、违约责任：由双方协商解决

## 八、解决合同纠纷的方式：

本合同在履行过程中发生争议，由当事人双方协商解决；协商不成，可向签订地人民法院起诉。

## 九、其他约定事项：

(无)

## 十、本合同一式四份(供方两份、需方两份)双方代表签字并加盖合同章后本合同生效。

单位名称(章)：彩虹彩色显像管总厂 单位地址：陕西咸阳彩虹路 法定代表人： 委托代理人： 电话： 开户行：咸阳市工行彩虹支行 账号：260402090902211103 邮政编码：712021	单位名称(章)：中国电子进出口彩虹公司 单位地址： 法定代表人： 委托代理人： 电话： 开户行： 帐号： 邮政编码：
---	---

有效期限：2004年04月22日至2004年04月30日

D ☐ P ☐ Exhibit 8397  
 Deponent Zhang  
 Date 3/8/19 Rptr BW

ata

 KRISTIN GAIL CHAMBERLAIN  
Notary Public - California  
Los Angeles County  
Commission # 2141880  
My Comm. Expires Feb 7, 2020



## Purchase and Sale Contract for Industrial and Mining Products

Seller: Caihong CPT General Factory

Buyer: China National Electronics Import and Export Caihong Co.

Contract No.: CHZC0403045

Signing Location: Xianyang

Signing Date: April 22, 2004

## 1. Product name, trademark, model, and quantity

Product Name	Trademark	Specification and Model	Unit	Quantity	Unit Price (yuan ea.)	Total (yuan)	Notes
CPT	Caihong	14" CPT	Ea.	5040	187.4691	944844.26	March
CPT	Caihong	21" Pure Flat Tube	Ea.	800	473.8500	379080.00	March
Total (spell out): One million three hundred and twenty-three thousand nine hundred and twenty-four yuan and 26 cents							

## 2. Quality requirements, technical standards, and terms and time limit of seller's responsibility for quality:

Execution will be according to seller's written technical specifications or technical agreement signed by the two parties.3. Location and means of goods handoff (collection): Seller's warehouse4. Shipping method; arrival port and expense liability: Buyer is responsible for shipping. Buyer will pay the shipping expenses.5. Packaging standards; provision and takeback of packaging materials: Original packaging from seller (molded packaging). Packaging materials will not be taken back.6. Settlement method and deadline: The two parties will settle in cash. Goods will be shipped upon payment.7. Liability for breach of contract: Will be resolved via negotiation between the two parties.8. Method for resolving contract disputes: In the event that a dispute arises in the execution of this contract, it shall be resolved by negotiation between the two parties. Should the negotiation fail, the case may be brought before the People's Court where the contract was signed.

## 9. Other agreements:

None

## 10. Four copies of this contract have been executed (two copies for the seller; two copies for the buyer). This contract takes effect when the representatives of the two parties have signed it affixed their contract seals.

Seller	Buyer
Entity Name (Seal): Caihong CPT General Factory Address: Caihong Road, Xianyang, Shaanxi Legal Representative: <b>Wang Guo Jung</b> Authorized Agent: Tel: Bank: Industrial and Commercial Bank of China, Caihong Branch, Xianyang Account No.: 2604020909022111105 Postal Code: 712021  [seal:] Caihong CPT General Factory Contract Seal (1)	Entity Name (Seal): China National Electronics Import and Export Caihong Co. Address: Legal Representative: Authorized Agent: <b>Liang Yuan</b> Tel: Bank: Account No.: Postal Code:  [seal:] China National Electronics Import and Export Caihong Co. Contract Seal (1)

Valid April 22, 2004 through April 30, 2004